



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Harrisville Central School District and Harrisville Central School Teachers Association (2004)**

Employer Name: **Harrisville Central School District**

Union: **Harrisville Central School Teachers Association**

Local:

Effective Date: **07/01/04**

Expiration Date: **06/30/07**

PERB ID Number: **5214**

Unit Size: **43**

Number of Pages: **32**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

TA/5214

AGREEMENT

between the

HARRISVILLE CENTRAL SCHOOL TEACHERS' ASSOCIATION

and the

HARRISVILLE CENTRAL SCHOOL BOARD OF EDUCATION

July 1, 2004 - June 30, 2007

RECEIVED

SEP 18 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

TABLE OF CONTENTS

ARTICLE I	AGREEMENT	Page 4
ARTICLE II	RECOGNITION	4
ARTICLE III	AREAS OF NEGOTIATION AND AGREEMENT	5
ARTICLE IV	PROCEDURES FOR CONDUCTING NEGOTIATIONS	5
ARTICLE V	RESPONSIBILITIES OF PARTIES	6
ARTICLE VI	DUES DEDUCTIONS	6
ARTICLE VII	HEALTH INSURANCE	7
ARTICLE VIII	LEAVES OF ABSENCES	7
ARTICLE IX	TEACHING CONDITIONS	9
ARTICLE X	GRIEVANCE PROCEDURES	12
ARTICLE XI	GENERAL SALARY PROVISIONS	13
ARTICLE XII	TERMINATION COMPENSATION	14
ARTICLE XIII	UNUSED EMERGENCY CLOSING DAYS	15
ARTICLE XIV	SICK LEAVE BANK	15
ARTICLE XV	PROBATIONARY TEACHER PROGRAM	17
ARTICLE XVI	SUBSTITUTE TEACHER ORIENTATION	18
ARTICLE XVII	VOTE COPE	18
ARTICLE XVIII	HEALTH INSURANCE COVERAGE	18
ARTICLE XIX	TRANSFERS	18
ARTICLE XX	DURATION OF AGREEMENT	19

TABLE OF CONTENTS, con't.

APPENDIX A -	APPLICATION FOR GRADUATE CREDIT	20
APPENDIX B -	SALARY SCHEDULE FOR CO-CURRICULAR ACTIVITIES	
	B-1 2004-2005 Schedule	21
	B-2 2005-2006 Schedule	22
	B-3 2006-2007 Schedule	23
APPENDIX C -	INTERSCHOLASTIC ATHLETICS SALARY SCHEDULE	
	C-1 2004-2005 Schedule	24
	C-2 2005-2006 Schedule	25
	C-3 2006-2007 Schedule	26
APPENDIX E -	MEMORANDUM OF AGREEMENT REGARDING ACADEMIC INTERVENTION SERVICES	27
APPENDIX F -	SICK DAY OPTION & OPTION PARTICIPATION FORM	28

HARRISVILLE CENTRAL SCHOOL TEACHERS' ASSOCIATION

and

HARRISVILLE CENTRAL SCHOOL BOARD OF EDUCATION

Pursuant to Article 14 of the State Civil Service Law, the Harrisville Central School Board of Education hereby adopts the following procedure by which negotiations shall take place with said organization.

ARTICLE I

AGREEMENT

The Negotiation Procedure Agreement made and entered into this 7th day of September, 2004, by and between the Harrisville Central School Board of Education (hereinafter referred to as the "Board") and the Harrisville Central School Teachers' Association (hereinafter referred to as the "Association").

Except as otherwise expressly provided herein, the provisions of this Agreement shall be effective through June 30, 2007.

ARTICLE II

RECOGNITION

In setting forth the terms of this Agreement, the Board and the Association agree on the following definitions:

Teacher: A member of the Instructional Staff whose position requires certification by the State Education Department and who is a member of the Instructional Unit as defined by the Board under the provisions of the applicable statutes.

Administrators: The Superintendent of Schools, the K-12 Principal.

Consultant: Any party whose assistance in the preparation for negotiation or whose counsel during negotiations may be of value or need to either party.

The Board having determined that the Association is supported by a majority of the teachers, and having evidence that the Association has agreed to comply with provisions of Article 14 of the Civil Service Law, recognizes the Association as the exclusive negotiating agent for all members of the teaching staff, and other certified personnel employed by the School District except the Superintendent of Schools and the K-12 Principal.

The Association having been designated the exclusive collective negotiating representative of the Instructional Staff, as defined above makes this Agreement in its capacity as the exclusive collective negotiating representative of such employees. The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by a member of the Instructional Staff or the Association of a violation by the Board of this Agreement. As the representative of the Instructional Staff, the Association may process grievances through the Grievance Procedure or settle same.

ARTICLE III

AREAS FOR NEGOTIATION AND AGREEMENT

This recognition constitutes an agreement between the Board and the Association to reach mutual understandings regarding matters related to terms and conditions of employment. The Board and Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of those public schools under the jurisdiction of the Board. The Board recognizes that it must operate in accordance with all statutory provisions of the Commissioner of Education in accordance with such statutes. The Board cannot reduce, negotiate or delegate its legal responsibilities.

ARTICLE IV

PROCEDURES FOR CONDUCTING NEGOTIATIONS

1. **Negotiating Teams**: The Board, or designated representative(s) of the Board with the Superintendent of Schools as consultant to the Board, will meet with representatives designated by the Association for the purpose of negotiation in order to reach agreement.
2. **Opening Negotiations**: Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set no more than thirty (30) school days following such request. The Association and the Board or its delegated representatives at the first meeting shall submit all issues proposed for negotiation in writing.

The second and all necessary subsequent meetings shall be called at times mutually agreed upon by the parties.

3. **Negotiations Procedures**: Designated representative(s) of the Board with the Superintendent of Schools as consultant to the Board, shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meeting, additional meetings will be held as the parties may require to reach an agreement on the issue(s) or until an impasse is reached.

Meetings shall not exceed two (2) hours, unless an extension is agreed upon, and shall be held at a time other than the regular school hours, unless the Board gives authority to do otherwise. In such an event there will be no loss of compensation in any way to the Association representatives.

Negotiation sessions shall be closed to the public.

Either negotiation team may request the right to a thirty (30) minute caucus at any time, and such request shall be granted.

The parties agree that, during the period of negotiations and prior to reaching impasse, the proceedings of the negotiations shall not be released to any public media, but committee reports may be released to the respective organizations.

4. **Consultants**: The parties may call upon consultants to assist in preparing for negotiations, and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.
5. **Reaching Agreement**: When an agreement is reached covering the areas under negotiations, the proposed agreement shall be reduced to writing as agreed upon by the negotiating parties and prepared for distribution by the Superintendent of Schools' office.

Following approval by the Association and the Board, the Board will take such actions as are required to adopt the provisions formally in accordance with existing statutes.

6. **Implementation and Amendment**: This Agreement shall become effective upon its approval by a majority of the Association and a majority of the Board members. It may be amended as prescribed in the Recognition and Negotiation Procedure section of said Agreement.

Copies of this Agreement shall be duplicated at the expense of the Board and distributed to all teachers now employed or hereinafter employed by the Board, within fifteen (15) school days following its ratification by both parties.

ARTICLE V

RESPONSIBILITIES OF PARTIES

Each of the parties hereto acknowledges the rights and responsibilities of the other party, the rights of individual teachers under the law, and the responsibility of both parties to follow policies set forth by the Commissioner of Education. Should any Article or Section of the Agreement or an addendum thereto be held invalid by operation of or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Addenda thereto shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such invalid Article or Section.

It shall be the joint responsibility of the Board and the Administrators to develop reasonable rules for student conduct, to seek the participation and recommendations of the teaching staff in the development of such rules, to support the teacher in the enforcement of such rules, to protect insofar as possible a teacher who is subjected to harassment or legal action as the result of carrying out an approved disciplinary policy. It shall be the responsibility of the teacher to assist the Board and the Administrators in the development of such rules when so requested, to use sound judgment in the application of discipline, and to act within the spirit of Board policy, the Education Law, and the Teachers' Code of Ethics.

ARTICLE VI

DUES DEDUCTIONS

The Board agrees to deduct from the salaries of the Association members dues for Harrisville Central School Teachers' Association and New York State United Teachers Association and American Federation of Teachers and/or National Education Association and/or New York State Education Association.

The Board further agrees to transmit the monies promptly, in ten equal bi-weekly payments, beginning with the second pay period of October, to the Treasurer of the Harrisville Central School Teachers Association.

Teacher authorization shall be in writing and on record in the office of the Superintendent of Schools as of the first day of October each year. The annual payment to the Treasurer of the Harrisville Central School Teachers Association will be based on said list of teachers who have voluntarily authorized dues deductions.

ARTICLE VII

HEALTH INSURANCE

1. The Board will provide teachers the opportunity to participate in health insurance coverage with the St. Lawrence-Lewis Counties School Employees Healthcare Plan.

The school district will pay:

Individual Premium

Family Premium, inclusive of
dependent students over age 18

100%

95%

2. The District will maintain an IRS 125 Plan for the purpose of health insurance premium contributions.
3. The District will provide \$25 per year per unit member for the purpose of participation in an Employee Assistance Program. The unit will contract directly with the EAP and be responsible for the distribution of any information regarding the EAP to unit members. A copy of the contract will be provided to the District each year as verification of participation and, should the unit fail, in any given year, to maintain

membership in the program, the annual District contribution will cease.

ARTICLE VIII

LEAVES OF ABSENCES

1. Annual Leave: All unit employees will be credited with 15 leave days per year. These days may be utilized in the following manner:
 - A. Personal illness of employee.
 - B. Family illness wherein the employee is required to attend to the family member in the home or hospital.
 - C. Medical or dental appointments which cannot be scheduled other than during the work day.
 - D. Personal business. A maximum of three (3) personal leave days per year will be granted to teachers upon request. Personal leave is defined as a commitment or engagement that cannot be scheduled at any other time than during the school day. Personal leave is not intended to be used for vacation, recreational purposes, to extend a vacation period, or to engage in other employment. In order to qualify for a personal day, a teacher must apply in writing to the Superintendent of Schools forty-eight (48) hours in advance of desired request. In emergencies, the forty-eight hours advance notice may be waived.

After 25 years of service to the district, a unit member has unrestricted use of one (1) personal day except on the following holidays: Thanksgiving, Christmas, Mid-winter recess and Spring Break.
 - E. Unused annual leave shall accumulate, to a maximum of 190 days, as follows:
 1. Leave days will be credited at the beginning of each school year. At the close of the school year, unused days will be credited to the employee's accumulated leave balance.
 2. For each year an employee does not utilize any personal leave, an additional bonus of two (2) days will be credited to his or her accumulated leave balance.
2. Bereavement Leave: A maximum of three (3) bereavement days per occurrence shall be allowed without loss of pay for death in the immediate family. "Immediate family" includes grandparents, parents, husband, wife, children, brothers, sisters, parents of husband or wife and any relative residing in the personal household in which the employee himself/herself resides.

It is recognized that situations occur wherein a bargaining unit member may have an established "immediate family" relationship with an individual who would not otherwise meet the definition set forth above. Bereavement leave will be made available to a unit member who establishes to the satisfaction of the Superintendent that such a relationship exists.

3. Parental Leave:
 - A. Upon the birth or adoption of a child a teacher will be entitled to an unpaid childrearing leave for up to two (2) years. Said leave will be without benefits, except as required by law.
 - B. A teacher on childrearing leave shall notify the Superintendent of Schools approximately sixty (60) days prior to the end of the school year of his/her intent to return to teaching at the beginning of the next school year. In the event that he/she shall desire to return at a time other than at the beginning of a school year he/she shall notify the school sixty (60) days in advance. Childrearing leaves will normally end at the beginning of a school year or at mid-term unless by mutual agreement a different time is selected.
 - C. In case of a partial year's service, less than one-half (½) school year shall not be credited toward

salary increment, and more than one-half (½) school year shall be credited toward one (1) year's salary increment.

4. Court Leave: Unit members who are summoned for jury duty will be paid in accordance with New York State Judiciary Law.
5. Military Leave: As governed by law.
6. Teachers Enrichment Day: One (1) day with full pay and without loss of leave may be granted for purposes of visiting classrooms, schools or colleges with approval and arrangement with the Superintendent of Schools.
7. Leave Without Pay: Upon request from a teacher and upon the recommendation of the Superintendent, the Board may grant leave without pay. The tenure status of a teacher granted leave will remain unchanged by the leave, neither being canceled or increased, if the leave does not exceed two (2) school years. Retirement benefits, health insurance and similar fringe benefits will not be paid by the school district during the leave without pay; although the teacher may elect to continue coverage at his/her own expense. Shorter periods of absence, not to exceed twenty (20) weeks, without pay, may be arranged upon request of the teacher to the Superintendent of Schools. Retirement benefits, health insurance, and similar fringe benefits will be paid if the absence is less than twenty (20) weeks.

It is the intention of the Board of Education to evaluate each recommendation of the Superintendent for a leave without pay on the individual merits in each instance.

8. Compensated Injury Leave: Should a teacher be injured while on duty and become eligible for Workers' Compensation, the school district will pay such teacher the difference between his/her regular salary and compensation benefits. Days will be deducted from sick leave time on a prorated basis.
9. Academic Conferences: Each teacher may apply for conference attendance in subject area, subject to prior approval by the Superintendent of Schools, with payment of approved itemized expenses. Conferences or workshops carrying academic credit, which might otherwise be eligible for remuneration under the provisions of Article XI, paragraph 3 of this Agreement, shall be excluded from eligibility for remuneration if attended under the provisions of this paragraph. Exceptions would be any conference or workshop, which a teacher attends at district request.
10. Association Days: The Association shall be permitted a total of eight (8) days per year, cumulative to fifteen (15) if unused, for the following purposes only:
 - A. Attendance at NYSUT or AFT state or National convention.
 - B. Participation and/or attendance at a PERB hearing, or Arbitration as a non-essential participant.
 - C. Attendance at a Union workshop provided such workshop in no way pertains to negotiations or litigation training.

The following conditions must also apply:

- A. Association shall provide the Superintendent of Schools with the maximum possible written notice, but in no case less than 48 hours.
- B. Absences must not conflict with the educational process. The Superintendent of Schools shall be the sole determinate as to whether a conflict exists.
- C. The Association shall reimburse the District for the cost of substitute(s), or arrange for coverage of responsibilities of association members absent under the terms of this provision.

ARTICLE IX
TEACHING CONDITIONS

1. **Teaching Day:** Members of the instructional staff are to be in attendance in their respective buildings from 7:45 A.M. – 3:00 P.M. This excludes faculty meetings, conferences, and scheduled business meetings. No meeting shall extend beyond 5:00 P.M. On Friday and on the eve of a holiday recess, teachers may depart at the close of school following departure of school buses.
2. **Class Load Preparations:** At the elementary level, class load at the same grade level shall be distributed as equally as possible. At the Junior-Senior High Level, a teacher shall be assigned to no more than two (2) subject areas as long as it is administratively feasible.

In subject areas employing two or more teachers, it is recommended that preparations at the same grade level be assigned to the same teacher so that a teacher's efforts may be effectively channeled.

3. **Preparation Time:** All elementary teachers shall have a minimum of a thirty (30) minute planning period per day, in addition to thirty (30) minutes for lunch period, free of supervision of students. All middle and high school teachers shall have one planning period per day, in addition to thirty (30) minutes for lunch period, free of supervision of students.
4. **Evaluation Procedures:**
 - A. **Purposes:**
 1. To enable the administration and Board of Education to make fair and objective decisions with regard to staff retention.
 2. To inform the teacher of any deficiencies which might impinge upon continued employment.
 3. To provide assistance to any teacher exhibiting deficiencies in performance.
 - B. **Procedures:**

Non-tenured teachers shall receive a minimum of three (3) formal evaluations of instructional performance per year. The first evaluation will be conducted prior to December 15th, the second prior to the Easter recess, and the third at anytime prior to May 1st. Such evaluations shall be conducted openly with the full knowledge of the teacher. In addition, each teacher shall be entitled to a pre-evaluation conference prior to the evaluation, at which time the teacher will have an opportunity to discuss with the evaluator what will and should be taking place during the class period to be observed. Each evaluation shall be followed by a post-conference at which all aspects of the observation will be discussed. This post-conference will be held within five (5) days of the observation.

Upon notice by either party of a desire to change the existing evaluation form, a committee shall be formed comprised of a maximum of two (2) administrators and four (4) teachers, one (1) each from high school, middle school, elementary and special area. Said committee shall be charged with the duty of devising and recommending a new form. The results of such work shall be submitted to the Board of Education for its consideration.

It is understood that the Administration may maintain a record of informal observations of teachers' overall performance. Such a record, if it is to be included in the total evaluation of a teacher's performance, must be reduced to writing and placed in the personnel file in accordance with procedures outlined elsewhere in this Agreement.

Should circumstances arise which are beyond the control of the District that would preclude strict

compliance by the District with any time frame requirements contained within this Article, such noncompliance shall in no way limit the Board of Education in any action taken against a teacher so long as the procedure is followed in every other respect.

Examples of circumstances that might arise would include but not be limited to such things as excessive absence on the part of a teacher, unexpected school closures of extended duration, extended absence by an Administrator responsible for evaluation, etc.

5. Dismissal/Discipline: Should it become necessary to officially reprimand or censure, fine, suspend without pay or dismiss a teacher, the following procedure will be followed:
 - A. Fair Discipline: No member of the bargaining unit shall be dismissed, disciplined, reduced in rank or compensation or have an unsatisfactory evaluation placed in his/her file, or otherwise be deprived of professional advantage without just cause as prescribed by NYS Education Law.
6. Notification of Assignment: Teachers shall be notified of their tentative assignment for the coming year (i.e., the grades and/or subjects that they will teach and any special or unusual classes that they will have, in addition to extra-curricular assignments) as soon as practicable.
7. Teacher Personnel File:
 - A. The official district teacher personnel file shall be maintained in the offices of the Superintendent of Schools.
 - B. No material derogatory to a teacher's conduct, service, character or personality shall be placed in the file unless the teacher has had an opportunity to examine and sign such material. The signature does not indicate agreement with the contents, only that the teacher read the material.
 - C. In the event a teacher believes information placed in his/her file is false, inaccurate or not germane to a teacher's professional responsibilities, he/she may resort to the grievance procedure in order to seek removal of such material. Matters of administrative judgment of teaching performance shall not be the subject of such a grievance, and are specifically excluded.
 - D. An incident that has not been reduced to writing, within forty-five (45) school days of its discovery or its occurrence, whichever is later, exclusive of summer vacation period, may not be added to the file.
 - E. The teacher shall have the right to answer any material filed and his/her answer shall be attached to the file copy. The teacher shall have thirty (30) school days from the date of his/her initial examination of the contested material to answer such materials.
 - F. Upon request, teachers in the presence of the custodian thereof, shall be permitted to examine their files.
 - G. With the exception of charges of alleged immorality or continuation of the type of conduct that prompted the action, only material filed prior to recommendation for disciplinary action or dismissal shall be considered in determining whether a teacher shall be disciplined or dismissed.
 - H. No material in a teacher's file will be released to other than district personnel in the course of their duties without the teacher's permission. This is not intended to limit candid references requested of the district; the release of public records or information that is subject to litigation or administrative procedures.
8. Communication:
 - A. The administrators and teachers shall consider it their duty to keep each other fully informed on all

matters pertaining to the educational process.

- B. A joint committee composed of maximum of three (3) Board of Education members and the Superintendent, and three (3) professional staff members shall be appointed annually by the respective groups prior to October 1st. The joint committee will meet, as the need requires.

9. Maintenance of Standards: The impact of any change in practices and policies currently in effect which affects mandatory terms and conditions of employment, as defined by the Public Employment Relations Board, not otherwise covered by this agreement shall be negotiable. The Association shall notify the District within fifteen (15) school days of its intent to negotiate the impact of a change as defined herein.

Nothing in this paragraph shall be deemed to restrict the prerogatives of the District in changing the size of the staff or class size.

10. Chaperoning: During the course of a school year, numerous student extra-curricular functions are scheduled requiring building administrators to call upon the professional personnel of the school system to provide supervision.

Teacher-chaperones for away events will be met with volunteers where possible, with a minimum of one teacher-chaperone assigned to each bus. In the event, when volunteers are not available, building administrators will make assignments to assure the minimum level of supervision.

Teachers who are assigned to chaperoning duty shall be compensated as follows:

2004 – 2005: \$ 9.00 per hour
2005 – 2006: \$10.00 per hour
2006 – 2007: \$10.00 per hour

In the event that teacher chaperones cannot be found the duty of chaperone will be offered to all other school district employees.

11. Class Advisors: Class advisors shall be selected on a voluntary basis. If volunteers are not available, the District will not appoint someone who is already serving as an advisor for some other activity.
12. Teachers Schedule: A committee appointed by the Association shall be formed to meet no later than May 1st for the purpose of providing input to the District on the Master Schedule for the coming school year.
13. Money-Collecting: All teachers shall not be required to collect money from students for lunch, milk or other food programs.
14. Requests for Substitutes: The District shall make all effort to honor on a first-come, first-served basis, a teacher's request for a particular substitute to be placed in his/her room in case of that teacher's illness or other absence from school.

ARTICLE X

GRIEVANCE PROCEDURE

Section I - Definition

A grievance is an alleged violation or misinterpretation of an expressed provision of this agreement. A grievance shall be deemed waived unless a written grievance is filed within twenty (20) school days after the occurrence of the event giving rise to the grievance.

Step 1: Discussion between the aggrieved teacher and his/her immediate supervisor. Every reasonable effort to adjust the grievance shall be made by the supervisor, the teacher and/or the Association representative. The supervisor shall give his/her reply to the grievance within five (5) school days of the date of discussion.

Step 2: Discussion between the aggrieved teacher and the Superintendent of Schools at which discussion the teacher's supervisor, an Association representative, and appropriate witnesses may be present. Request for such Step 2 hearing shall be made by the aggrieved teacher submitting a written statement of the grievance to the Superintendent of Schools no later than ten (10) days from the date of Step 1 reply. Following the Step 2, the Superintendent of Schools shall have five (5) school days in which to reply in writing to the grievance.

The written statement of grievance shall contain the following: statement of the express provision(s) of this agreement alleged to be violated; action or actions which led to the filing of the grievance; individual or individuals responsible for the alleged action(s) if applicable and known; remedy sought.

All written statements of grievance and appeals to subsequent steps shall be accurately dated.

Step 3: All written statements and records in the matter, in the event the issue or grievance has not been settled shall be submitted to the President of the Board of Education by the teacher, his/her representative(s) or the Association Grievance Committee within ten (10) days after receiving the decision rendered by the Supervisor if such decision does not meet with approval. The Board may hold a hearing, in order to obtain further information regarding the matter and after receiving the written reports, and holding a hearing that the same be necessary, the Board shall render a final decision within thirty (30) days or no later than the next regular meeting.

Step 4: After procedures have been followed as set forth in Step 3, if the teacher and/or representative(s) and/or Association do not agree with the decision, and it is determined by the Association that the grievance is meritorious, it may submit the grievance to binding arbitration by written notice to the Board within fifteen (15) school days of the decision in Step 3.

The parties will attempt to agree upon the service of an arbitrator mutually acceptable and competent in the area of the grievance within five (5) school days of receipt by the District of a Demand for Arbitration.

Should the parties be unable to agree upon the services of an arbitrator, the dispute will be submitted to the American Arbitration Association for processing under their Voluntary Rules.

All reference to "days" within this article shall mean "school days".

Jurisdiction of arbitrator: The Arbitrator shall not supplement, enlarge, diminish or alter the scope of meaning of this agreement, nor entertain jurisdiction over any subject matter not contained herein, except, to the extent necessary to determine his/her jurisdiction.

All time limits contained within this procedure shall be strictly construed.

Should a decision at any step of this procedure not be appealed to the next step within the time limit specified, the grievance shall be deemed to be withdrawn, and further appeal shall be barred. Further, should the District or its representative fail at any step to answer within the specified time limit, this failure shall permit the lodging of an appeal at the next step within the time which would have been allotted had the decision been communicated by the final day.

ARTICLE XI

GENERAL SALARY PROVISIONS

1. Unit members shall be compensated according to attached Salary Schedule, Appendix A. Salary refers to basic, 10 month, teaching salary without regard to extra duty pay or extra-curricular participation

remuneration.

2. Payrolls will be issued bi-weekly, and teachers may request, in writing, payment on 10 or 12 months basis (21 or 26 pays). Teachers who are paid on a 12 month basis cannot withdraw the accumulated monies until the last payment in June.
3. Remuneration for approved work – Teachers must have all courses approved by the Superintendent of Schools (in writing on form provided) before enrollment. Credit hour salary adjustment computed at \$35.00 per approved graduate hour up to a maximum of sixty (60) credit hours, will be made at the beginning of the school year (beginning with the first pay check) and at mid-term.
4. All new teachers with prior experience or related experience shall be given a salary as determined by the Board.

Salary credit to be granted for graduate work, in-service credit, or advanced degrees completed prior to effective date of employment shall be determined at time of hiring. No salary adjustment for such credit or degrees shall be made subsequent to initial employment. In determining whether or not credit or degrees earned prior to employment will be allowed, the same standard shall be applied as that which would be utilized in accordance with the provisions of paragraph 3 of this Article.

5. Teachers holding a Masters Degree will receive an additional \$200.00. Unit members who achieve National Teaching Certification will be compensated by the District with an annual stipend for \$1500.
6. Longevity increase will be given after fifteen, twenty, and twenty-five years of service in the District in the amount of \$500. A longevity increase after thirty years of service in the District will be paid in the amount of \$1000.
7. Unit members required by the District to work during the summer shall be compensated at 1/200 of their previous year's salary.

Compensation for voluntary summer work shall be determined in the following manner:

A committee, composed of the teachers to be involved in the summer employment, along with a representative of the Association, shall meet as early as possible with the Superintendent of Schools to arrive at a mutually agreeable level of compensation for participants, subject to approval by the Board of Education. In no event shall the daily compensation be less than \$75, no more than \$125 for a 6-hour day.

The Guidance Counselor shall be paid for additional days work after school closes and prior to the start of school (days after July 1 and before the start of school) at the rate of 1/200 of the previous year's salary. All additional days must be approved by the Superintendent of Schools.

8. Unit members assigned to supervise after-school detention shall receive \$10 per hour.
9. Long-term substitute teachers (30 consecutive days) shall be paid at a rate of 1/200th of Step 1.
10. Agency Fee: Effective July 1, 1979, the Harrisville Central School District shall deduct from wages or salary of employees in the bargaining unit who are not members of the Harrisville Central School Teachers Association the amount equivalent the dues levied by the Association and shall transmit the sum so deducted to the Association in accordance with Chapter 677 and 678 of the Laws of 1977 of the State of New York.

The Harrisville Central School Teachers Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapter 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Association maintains such procedure.

The agency shop fee deduction shall be made following the same procedures as are applicable for dues

check-off, except as otherwise mandated by law or this Agreement.

11. After ten (10) years of service to the Harrisville Central School District unit members become eligible for a Death Benefit of \$5,000.00 payable to the unit members designated beneficiary.
12. The HTA may approach the Superintendent annually to discuss the offering of a local retirement incentive.
13. The HTA may approach the Superintendent annually to discuss the offering of a health insurance buyout.

ARTICLE XII

TERMINATION COMPENSATION

Unit members in the employ of the Harrisville Central School District are entitled to Termination Compensation as outlined below.

Termination Compensation

Unit members in the district who have concluded ten (10) years but less than fifteen (15) years, shall upon legitimate termination of employment (other than discharge) in the Harrisville Central School District, receive payments based on the substitute teacher accumulated leave formula set forth above except that the amount paid out shall not exceed eight percent (8%) of said teacher's salary at the time of termination, the one exception to this eight percent (8%) formula will be a twelve percent (12%) roof payment to those teachers retiring with less than fifteen (15) years of service in the district. After fifteen (15) years the roof payment shall be twenty-five percent (25%).

ARTICLE XIII

UNUSED EMERGENCY CLOSING DAYS

In the event any unused emergency closing days remain, it shall be the policy of the District to utilize up to a maximum of two such days to provide for dismissal of elementary students during regents week.

ARTICLE XIV

SICK LEAVE BANK

Objective: The sole purpose of the Sick Leave Bank is to provide additional sick leave to bank members who have exhausted their own sick leave and who require additional days as a result of unplanned, prolonged illness. The Bank will be administered by a committee of the association according to New York State Law and the following guidelines:

1. The bank is open to all instructional staff.
2. Prospective members will apply for membership by notifying the committee in writing.
3. The deadline for application for membership is September 30th of each year.
4. Members will donate 2 days at the time of joining and one day each year thereafter to retain their

membership.

5. Membership may be terminated by notifying the committee in writing. If an employee terminates membership, he/she shall be ineligible to rejoin.
6. Membership may be continued each year without reapplication.
7. Days donated are nonrefundable.
8. Only members of the Bank are eligible to draw benefits.
9. After a member has exhausted personal sick leave, a waiting period as described below must occur before drawing days from the bank.

A member is ineligible for benefits from the Sick Leave Bank until after five (5) days for each year of service in the district, up to a maximum waiting period of 75 days have elapsed after the beginning of the continuous absence, i.e. a teacher with four (4) years of service and ten (10) days of accumulated sick leave would have ten (10) days leave without pay covering the period between the time sick leave has been exhausted and the expiration of the twenty (20) day waiting period before becoming eligible for sick leave bank benefits and would be unable to draw from this leave bank until after twenty (20) days.

10. A member making an appeal for days will meet with the committee, if necessary, to determine whether sick leave will be granted.
11. When a member makes an appeal for sick leave, the committee will respond in writing within four (4) days after the request has been made.
12. The committee reserves the right to require a physician's statement in response to an appeal for sick leave, and before the granting of possible benefits.
13. Sick leave days requested are for the teachers' personal illness only.
14. Days granted to a member do not have to be returned to the Bank; days granted and not used must be returned to the Bank.
15. Maximum benefits granted will be as specified by the following schedule:

	Workdays	Whichever is less:	
			Percent of Bank
0 - 5 years in the District	20	or	5
6 -10 years in the District	40	or	10
11 + years in the District	60	or	15

If conditions warrant, the applicant may reapply to the Committee for additional days.

- a) Once a member meets the criteria for borrowing from the sick leave bank (whether or not the member actually used any sick leave bank days), the waiting period to borrow from the bank again will be waived.
- b) If a member has a third extended sick leave, the member may again be granted sick leave bank days with the waiting period waived. Before sick leave bank days can be granted, a meeting of the sick leave bank committee and the executive committee shall determine if the applying member will be granted additional days.

Benefits will be granted only as long as days remain available in the Bank.

16. Benefits will apply only to days on which the member would have normally been paid.
17. If the Bank should be exhausted in any given year, the committee may draw one additional day from each member to re-supply the Bank. Such action will be taken only once in any school year.

18. When the Bank's total accumulation of days reaches 400 days, additional days shall not be drawn from the general membership except as new members may join the Bank.
19. Recommendations for changes and/or interpretations will be made by the Committee subject to the approval of the Board of Education and the Association.
20. Decisions of the committee regarding the awarding of benefits are not subject to the contractual grievance procedure.
21. The rules and regulations of the Bank may be changed upon the recommendation of the committee and concurrence of the Board of Education and the Teachers' Association.

ARTICLE XV

PROBATIONARY TEACHER PROGRAM

1.
 - a) Newly employed teachers without previous teaching experience shall be considered probationary teachers and each shall be assigned a tenured teacher to provide the new teacher with the support, advice and direction necessary to make teaching in the Harrisville Central School District as successful as possible.
 - b) Newly employed teachers with previous teaching experience shall be considered probationary teachers and each shall be assigned a tenured teacher (on a half-time basis with remuneration prorated to half time) to provide the new teacher with the support, advice and direction necessary to make the first year of teaching in the Harrisville Central School District as successful as possible.
2. The tenured teachers who serve as mentors in this program shall be selected by a committee of five: three teachers, the Superintendent and one administrator. The teachers shall be appointed by the President of the Association.
3. The mentor teacher will direct the probationary effort, involving administrators when appropriate, work with the probationary teacher to develop specific goals and offer such assistance as necessary.
4. Mentor teachers shall be given an average of five (5) hours a month release time to work with the probationary teacher. The five (5) hours shall be scheduled by both the mentor and probationary teacher and need not be taken consecutively, but shall be taken appropriate to the needs of both teachers.
5. Mentor teachers must have:
 - a) demonstrated outstanding classroom teaching ability;
 - c) demonstrated effective written and oral communications skills;
 - d) demonstrated the ability to work cooperatively and effectively with other professional staff members;
 - e) extensive knowledge of a variety of classroom management and instructional techniques.
6. The mentor teacher shall receive remuneration in the amount of:

Year 1	\$500.00
Year 2	\$400.00
Year 3	\$300.00
7. The administrators of the Harrisville Central School District shall be included in the New Teacher Probationary Program as consultants on a monthly basis for the purpose of awareness of any of the new teacher's concerns or the concerns of the mentor.

The District and the Association agree to assure that the Probationary Teacher Program meets all NYS Education Law requirements.

ARTICLE XVI

SUBSTITUTE TEACHER ORIENTATION

1. A committee of four teachers shall be formed to develop and implement a Substitute Teacher Orientation Program for the Harrisville Central School District. The committee or its designees shall meet with all substitute teachers in the district within the first week of the substitute teacher's employment. The district shall make all effort to schedule such orientation within the first two weeks of school and whenever needed during the rest of the year.
2. The orientation shall not exceed two hours in length.

ARTICLE XVII

VOTE/COPE

The District shall deduct from the payroll checks of individual unit members' monies for VOTE/COPE. Each member who voluntarily elects to have such deductions shall sign an appropriate authorization card. Funds so collected shall be forwarded directly to VOTE/COPE by the District and shall be accompanied by information required by applicable state or federal laws.

Any deductions to be made must be given to the District, in writing, at least twenty (20) school days before the deduction is to be made. The deduction shall be limited to a once annual deduction for an amount authorized, in writing, by the employee.

ARTICLE XVIII

HEALTH INSURANCE COVERAGE

The District shall maintain health insurance coverage, at the contractual rate, at the time of retirement for the retiring teacher and his or her dependents. Teachers who become fifty-five (55) during the first semester of the school year and are eligible to retire at the age of fifty-five (55) may retire from the Harrisville Central School District at the end of the prior school year and be eligible to receive this health insurance coverage. Notification of intent to retire must be given to the district no later than April 1 of the relevant school year.

ARTICLE XIX

TRANSFERS

A. Vacancies and Voluntary Transfers:

1. The Superintendent shall cause a list of known vacancies, at all professional levels, to be posted in the main office and teachers' room. This will occur as soon as possible as such vacancies occur and such a list shall be kept current. This list shall remain posted until the positions are filled. This list shall apply to all positions currently occupied by, or created to be occupied by, teacher unit members. All positions must remain posted for five (5) work days before appointments can be made (unless such a time limit is waived by the Union President or his/her representative).

2. Teachers who wish a change in grade or subject assignments, or wish a transfer to another department, shall file a written request indicating their desire for such they seek transfer to the Superintendent. This request shall indicate the grade and/or position, subject, and qualifications for this position.
 3. Within three (3) weeks of the receipt of the written request for a particular position, the teacher will be advised in writing of the status of his/her request and the approximate date a decision will be made.
 4. Teachers currently employed by the District will be given consideration before external applicants are considered for vacancies.
 5. Among internal candidates, where qualifications in the opinion of the Superintendent are relatively similar, seniority in the District will prevail among applicants.
- B. Involuntary transfers may occur if necessary. An involuntary transfer is when a staff member is reassigned to: another grade level; another subject or teaching position; another certification area which is vacant and the unit member is certified or can obtain certification within the school year.
1. The District will make every effort to hold to a minimum involuntary transfers within grade or subject area.
 2. Notice of proposed involuntary transfers shall be given to the teachers involved at a time mutually agreed upon by the HTA President and the Superintendent.
 3. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent (or his/her designee) at which time the teacher and a member of the HTA Executive Council shall be notified of the reasons for the transfer.
 4. No teacher will be transferred involuntarily without good cause, as determined by the Superintendent.

ARTICLE XX

DURATION OF AGREEMENT

This agreement shall take effect upon ratification by both parties and retroactive to July 1, 2004, and unless otherwise noted and shall remain in full force and effect through June 30, 2007, and shall automatically renew itself from year to year thereafter, unless either party notifies the other in writing, at least sixty (60) days prior to the expiration date, of a desire to amend or terminate same

2004-2005	2.5% increase in salaries
2005-2006	3.5% increase in salaries
2006-2007	3.5% increase in salaries

In witness, thereof, the Harrisville Central School Board has caused this instrument to be executed by its duly authorized officer; and the Harrisville Teachers Association, having taken all action required to make this agreement effective, have caused its instruments to be executed by their officers duly authorized to act, for themselves and on behalf of the members in the bargaining unit and the teachers represented by them.

ASSOCIATION

BOARD OF EDUCATION

President

Date

President

Date

Superintendent of Schools

Date

APPENDIX A
HARRISVILLE, NEW YORK

APPLICATION FOR GRADUATE CREDIT

Name: _____

Date: _____

Subject now teaching:

Name and catalogue no. of course:

Name and institution offering course:

Number of credit hours:

Place where course will be taught:

Reason for taking course:

Approved: _____

Disapproved:

Superintendent of Schools

Date

Date of successful completion of course:

Transcript submitted and filed in teacher's folder (date):

Effective date of payment:

Superintendent of Schools:

(Date)

Teacher:

(Date)

Original Copy: Teacher's Folder

CC: Teacher

Grade Report

Original to District

CC: Teacher

12/83

APPENDIX B-1

SALARY SCHEDULE FOR CO-CURRICULAR ACTIVITIES

2004 - 2005

ACTIVITY	EXPERIENCE IN YEARS			
	1-3	4-6	7-9	10+
Senior Class Advisors (2)	1197	1330	1477	1642
Student Council Advisors (2)	566	617	671	732
Marching Band	1804	2217	2708	2968
Drill Team	1226	1275	1326	1380
Choral/Drama Director	2122	2312	2522	2746
Assistant Director	1061	1155	1258	1370
Yearbook Advisor	2122	2312	2522	2746
A. V. Coordinator	1697	1850	2017	2197
Junior Class Advisors (2)	282	312	339	368
Odyssey of Mind	424	463	502	550
National Junior Honor Society	141	155	168	185
National Senior Honor Society	141	155	168	185
SADD	141	155	168	185
Enrichment Coordinator	1697	1850	2017	2197
Glances Coordinator	526	583	657	729
Chess Club	141	155	168	185
10 th Grade Advisor	141	155	168	185
9 th Grade Advisor	141	155	168	185

Longevity increases of \$400 will be given after 15, 25 and 30 years of service in the above scheduled advisor and directorships.

Unit members shall receive an additional 10% of his/her total co-curricular compensation for advising or directing four activities in one school year; an additional 7% of his/her total for three activities in one school year.

APPENDIX B-2

SALARY SCHEDULE FOR CO-CURRICULAR ACTIVITIES

2005-2006

ACTIVITY	EXPERIENCE IN YEARS			
	1-3	4-6	7-9	10+
Senior Class Advisors (2)	1,239	1,377	1,529	1,700
Student Council Advisors (2)	586	639	695	757
Marching Band	1,867	2,295	2,803	3,072
Drill Team	1,269	1,320	1,373	1,428
Choral/Drama Director	2,196	2,393	2,610	2,842
Assistant Director	1,098	1,196	1,302	1,418
Yearbook Advisor	2,196	2,393	2,610	2,842
A. V. Coordinator	1,757	1,915	2,088	2,273
Junior Class Advisors (2)	292	323	351	381
Odyssey of Mind	439	480	520	570
National Junior Honor Society	146	160	174	191
National Senior Honor Society	146	160	174	191
SADD	146	160	174	191
Enrichment Coordinator	1,757	1,915	2,088	2,273
Glances Coordinator	544	604	680	754
Chess Club	146	160	174	191
10 th Grade Advisor	146	160	174	191
9 th Grade Advisor	146	160	174	191

Longevity increases of \$400 will be given after 15, 25 and 30 years of service in the above scheduled advisor and directorships.

Unit members shall receive an additional 10% of his/her total co-curricular compensation for advising or directing four activities in one school year; an additional 7% of his/her total for three activities in one school year.

APPENDIX B-3

SALARY SCHEDULE FOR CO-CURRICULAR ACTIVITIES

2006-2007

ACTIVITY	EXPERIENCE IN YEARS			
	1-3	4-6	7-9	10+
Senior Class Advisors (2)	1,282	1,425	1,582	1,759
Student Council Advisors (2)	606	661	719	784
Marching Band	1,932	2,375	2,901	3,180
Drill Team	1,313	1,366	1,421	1,478
Choral/Drama Director	2,273	2,477	2,701	2,942
Assistant Director	1,136	1,237	1,347	1,468
Yearbook Advisor	2,273	2,477	2,701	2,942
A. V. Coordinator	1,818	1,982	2,161	2,353
Junior Class Advisors (2)	302	334	363	394
Odyssey of Mind	455	496	538	590
National Junior Honor Society	152	166	180	198
National Senior Honor Society	152	166	180	198
SADD	152	166	180	198
Enrichment Coordinator	1,818	1,982	2,161	2,353
Glances Coordinator	563	625	704	781
Chess Club	152	166	180	198
10 th Grade Advisor	152	166	180	198
9 th Grade Advisor	152	166	180	198

Longevity increases of \$400 will be given after 15, 25 and 30 years of service in the above scheduled advisor and directorships.

Unit members shall receive an additional 10% of his/her total co-curricular compensation for advising or directing four activities in one school year; an additional 7% of his/her total for three activities in one school year.

APPENDIX C-1

SALARY SCHEDULE FOR INTERSCHOLASTIC ATHLETICS 2004-2005

<u>SPORT</u>	<u>1 - 5</u>	<u>6 - 10</u>	<u>Beyond 11</u>
B/G Baseball/Softball			
Varsity	2,041	2,933	2.5 %
JV	1,147	1,529	2.5 %
Modified	892	1,529	2.5 %
B/G Soccer			
Varsity	2,041	2,933	2.5 %
JV	1,147	1,529	2.5 %
Modified	892	1,529	2.5 %
B/G Basketball			
Varsity	2,550	3,825	2.5 %
JV	2,041	3,060	2.5 %
Modified	1,147	1,913	2.5 %
5&6	382	638	2.5 %
Girls Volleyball			
Varsity	2,041	2,933	2.5 %
JV	1,275	1,913	2.5 %
Cheerleading			
Varsity	1,529	1,913	2.5 %
JV	1,403	1,785	2.5 %
Athletic Director	2,550	3,548	2.5 %

% indicates coach shall receive the same percentage as percent increase in teachers' salaries each year beyond 10 for 2004-2005.

Longevity increases of \$400 will be given after 15, 25 and 30 years of service in the above scheduled positions.

A coach shall receive an additional 10% of his or her coaching salary for coaching four sports in one school year; an additional 7% of total coaching for coaching three sports in one school year. Athletic Director counts as one sport for the purpose of this paragraph.

A JV or Modified coach will receive one-half year salary credit towards Varsity for each year of coaching at a lower level.

If a coach leaves coaching and returns within ten (10) years, he or she will return at least to the same salary step as he or she left.

APPENDIX C-2

SALARY SCHEDULE FOR INTERSCHOLASTIC ATHLETICS 2005-2006

<u>SPORT</u>	<u>1 - 5</u>	<u>6 - 10</u>	<u>Beyond 11</u>
B/G Baseball/Softball			
Varsity	2,112	3,036	3.5 %
JV	1,187	1,583	3.5%
Modified	923	1,583	3.5%
B/G Soccer			
Varsity	2,112	3,035	3.5%
JV	1,187	1,583	3.5%
Modified	923	1,583	3.5%
B/G Basketball			
Varsity	2,639	3,959	3.5%
JV	2,112	3,167	3.5%
Modified	1,187	1,980	3.5%
5&6	386	660	3.5%
Girls Volleyball			
Varsity	2,112	3,035	3.5%
JV	1,320	1,980	3.5%
Cheerleading			
Varsity	1,583	1,980	3.5%
JV	1,452	1,847	3.5%
Athletic Director	2,639	3,672	3.5%

% indicates coach shall receive the same percentage as percent increase in teachers' salaries each year beyond 10 for 2005-2006.

Longevity increases of \$400 will be given after 15, 25 and 30 years of service in the above scheduled positions.

A coach shall receive an additional 10% of his or her coaching salary for coaching four sports in one school year; an additional 7% of total coaching for coaching three sports in one school year. Athletic Director counts as one sport for the purpose of this paragraph.

A JV or Modified coach will receive one-half year salary credit towards Varsity for each year of coaching at a lower level.

If a coach leaves coaching and returns within ten (10) years, he or she will return at least to the same salary step as he or she left.

APPENDIX C-3

SALARY SCHEDULE FOR INTERSCHOLASTIC ATHLETICS 2006-2007

<u>SPORT</u>	<u>1 - 5</u>	<u>6 - 10</u>	<u>Beyond 11</u>
B/G Baseball/Softball			
Varsity	2,186	3,142	3.5%
JV	1,229	1,638	3.5%
Modified	955	1,638	3.5%
B/G Soccer			
Varsity	2,186	3,141	3.5%
JV	1,229	1,638	3.5%
Modified	955	1,638	3.5%
B/G Basketball			
Varsity	2,732	4,098	3.5%
JV	2,186	3,278	3.5%
Modified	1,229	2,049	3.5%
5&6	410	683	3.5%
Girls Volleyball			
Varsity	2,186	3,141	3.5%
JV	1,366	2,049	3.5%
Cheerleading			
Varsity	1,638	2,049	3.5%
JV	1,503	1,912	3.5%
Athletic Director	2,732	3,800	3.5%

% indicates coach shall receive the same percentage as percent increase in teachers' salaries each year beyond 10 for 2006-2007.

Longevity increases of \$400 will be given after 15, 25 and 30 years of service in the above scheduled positions.

A coach shall receive an additional 10% of his or her coaching salary for coaching four sports in one school year; an additional 7% of total coaching for coaching three sports in one school year. Athletic Director counts as one sport for the purpose of this paragraph.

A JV or Modified coach will receive one-half year salary credit towards Varsity for each year of coaching at a lower level.

If a coach leaves coaching and returns within ten (10) years, he or she will return at least to the same salary step as he or she left.

APPENDIX D

Memorandum of Agreement
Regarding Academic Intervention Services

1. The Harrisville Teachers' Association (HTA) has the exclusive right to negotiate terms and conditions for those who provide Academic Intervention Services (AIS)
2. Members of the HTA bargaining unit will be given the first opportunity for any AIS positions deemed necessary by the Harrisville Central School District. If HTA members fail to accept such positions by the deadline as set by the District, the District has the right to appoint personnel from outside the bargaining unit.
3. The District has the right to determine the number of AIS positions and the times when such services shall be provided.
4. Teachers certified in the area of intervention will be given the first opportunity to fill available AIS positions.
5. The hourly rate of payment for AIS providers shall be \$30.00 per hour for certified teachers and \$20.00 per hour for non-certified personnel. These payments will be made for hours of services given to students beyond the regular school day hours, 8 a.m. until 3 p.m.
6. HTA members employed by the District as teachers for summer school for 3 hours per day, 5 days per week, for a period of 4 weeks will be paid as follows:

Certified	\$2,991 (04)	\$3096 (05)	\$3204 (06)
Non-certified	\$2,692 (04)	\$2786 (05)	\$2884 (06)
7. Any disputes regarding the application or interpretations of this AIS agreement shall be subject to Article X, Grievance Procedure, of the current collective bargaining agreement between the District and the HTA.

(District)

(HTA)

(Date)

**HARRISVILLE CENTRAL SCHOOL
SICK DAY OPTION FOR THE
HARRISVILLE TEACHERS ASSOCIATION**

Once a member of the HTA has accumulated 190 days of sick leave, the member may, through notification to the Superintendent of Schools, seek compensation for up to 90 of those days. The rate of compensation will be at the certified base substitute *per diem* rate as per the contract.

The following provisions and provisos will apply to the compensation for unused sick leave:

1. Notification to the superintendent will be made either during the month of September, in which case payment will be made by the District prior to December 31st of that year, or during the month of January with payment from the District by June 30th of that year.
2. Compensation will be paid in either a lump sum or disbursed through the regular payroll and will be paid by June 30th of each year. (Note: It is the expressed hope of both the Harrisville Teachers Association and the Harrisville Board of Education that unit members will use these money for retirement investments.)
3. Currently, due to the large number of members who have or will have 190 days of unused sick leave, the Harrisville Central School District will compensate a unit member at the rate of 18 unused sick leave days per year. In the future, when the number of unit members reaching 190 days of sick leave per year decreases, the District will re-evaluate the number of sick leave days it will compensate a unit member each year.
4. Until the final year of employment prior to retirement, a unit member must maintain 100 unused and uncompensated sick leave days. At the beginning of the school year in which a member has given written notice of their intent to retire, that member can request compensation for additional sick leave days provided they sign off their rights to use of the Sick Leave Bank and its benefits.
5. All parties understand that the increase(s) a teacher receives as a result of this plan will, in all likelihood, not be considered as part of that teacher's final average salary by the New York State Teachers Retirement System. Teachers who chose to participate in this optional reimbursement for sick days should seek professional advice concerning their tax liabilities and investment opportunities stemming from receipt of these monies.

President of the HTA

Date

Board President

Date

**MEMORANDUM OF AGREEMENT
BETWEEN THE HARRISVILLE TEACHERS ASSOCIATION
AND THE HARRISVILLE BOARD OF EDUCATION**

**SICK DAY OPTION FOR THE
HARRISVILLE TEACHERS ASSOCIATION**

Once a member of the HTA has accumulated 190 days of sick leave, the member may, through notification to the Superintendent of Schools, seek compensation for up to 90 of those days. The rate of compensation will be at the certified base substitute *per diem* rate as per the contract.

The following provisions and provisos will apply to the compensation for unused sick leave:

1. Notification to the Superintendent will be made either during the month of September, in which case payment will be made by the District prior to December 31st of that year, or during the month of January with payment from the District by June 30th of that year.
2. Compensation will be paid in either a lump sum or disbursed through the regular payroll and will be paid by June 30th of each year. (Note: It is the expressed hope of both the Harrisville Teachers Association and the Harrisville Board of Education that unit members will use these money for retirement investments.)
3. Currently, due to the large number of members who have or will have 190 days of unused sick leave, the Harrisville Central School District will compensate a unit member at the rate of 18 unused sick leave days per year

I am eligible for the Sick Day Option. Please deduct _____ days (no more than 18) from my sick leave and compensate me for those days as per the contract. I wish to receive this compensation as (circle one) 1. a lump sum 2. disbursements through regular payroll checks.

I understand that the intent of this option is to provide a portion of my contractual benefits early so that I may invest them for my retirement.

Name

Date

Name	Yrs	03-04 Slry	Hours	Masters	Longv	% Inc	Diff	04-05Slry	percent
Paro, Bridget	1	15,500						15,500	0
Keith, Jade	2	31,000				775	300	32,075	3.47
Hartle, Carrie	2	31,000	630			775	300	32,705	3.47
Smith, Robin	2	31,000				775	300	32,075	3.47
Kelley, Nicole	3	32,260	630			807	300	33,997	3.43
Giver, Dave	3	32,260	735			807	300	34,102	3.43
Bridge, Sonya	2	33,050	525			826	300	34,701	3.41
Taylor, Nicole	3	35,340	1155	200				36,695	3.83
Wood, Dana	4	34,170	1155	200				35,525	3.97
Fountain, Kelly	4	34,350	1155	200				35,705	3.94
French, Becky	5/10	41,059	1260	200				42,519	3.56
Pratt, John	5	37,357	1155	200				38,712	3.63
Webster, Dave	5	38,244	1470	200				39,914	4.37
Wicks, Julie	6	37,765	1155	200				39,120	3.59
Bancroft, Dan	6	38,855	1470	200				40,525	4.30
Rose, Vicky	6	38,855	1470	200				40,525	4.30
Parow, Shelly	7	38,389	1155	200				39,744	3.53
Kellerhals, Linda	8	37,987	1050					39,037	2.76
Brown, Donna	8	39,158	1155	200				40,513	3.46
Tyler, Marcy	8	43,361	2100	200				45,661	5.30
Sandefer, Jennifer	11	43,282		200		649		44,131	1.96
Slate, Suzy	11	41,465		200		622		42,287	1.98
White, Mark	11	43,427		200		651		44,278	1.96
Percy, Annie	9	44,544		200		1114	530	46,388	4.14
Zimm, Sandy	13	43,691		200		1092	530	45,513	4.17
Mealus, Vicky	17	18,038				451	530	19,019	5.44
Smith, Lisa	18	18,038				451	530	19,019	5.44
Durkish, Cindy	19	50,172		200		1254	530	52,156	3.95
Kratzat, Bob	19	51,476		200		1287	530	53,493	3.92
Ritchie, Spence	20	49,065		200		1227	530	51,022	3.99
Valentine, Gwen	22	51,239		200		1281	530	53,250	3.92
Vallencour, Theresa	24	54,108		200		1353	530	56,191	3.85
Bellinger, Karen	24	51,467				1287	530	53,284	3.53
Bassette, Leeann	27	58,689		200	500	1467	530	61,386	4.60
Seelman, Jannett	26	57,247		200	500	1431	530	59,908	4.65
Durkish, Jim	27	60,426		200		1511	530	62,667	3.71
LaDuc, Lela	27	58,992		200		1475	530	61,197	3.74
Fraser, Pat	28	56,431				1411	530	58,372	3.44
Finch, Katie	28	57,465				1437	530	59,432	3.42
Grindal, Brenda	30	61,472		200		1537	530	63,739	3.69
Heagle, Becky	30	58,258				1456	530	60,244	3.41
Phillips, Carol	31	59,452			1,000	1486	530	62,468	5.07
Bearor, Rick	31	59,952			1,000	1499	530	62,981	5.05
Felio, Kathy	31	60,709		200	1,000	1518	530	63,957	5.35
Rose, Pat	33	66,249		200		1656	530	68,635	3.60
Dashnaw, Joan	43	64,981				1625	530	67,136	3.32

2,041,295 19,425 5,800 4,000 36,991 13,990 2,121,501

Harrisville Central School
Salary Schedules – 2005-2006

Name	Yrs	04-05Slry-	Hours	Masters	Longv	% Inc	Diff	05-06Slry	Percent
------	-----	------------	-------	---------	-------	-------	------	-----------	---------

		hrs							
Paro, Bridget	2	15500				543		16,043	3.50
Keith, Jade	3	32075				1123		33,198	3.50
Hartle, Carrie	3	32075	630			1123		33,828	3.50
Smith, Robin	3	32075				1123		33,198	3.50
Kelley, Nicole	4	33367	630			1168		35,165	3.50
Giver, Dave	4	33367	735			1168		35,270	3.50
Bridge, Sonya	3	34176	525			1196		35,897	3.50
Taylor, Nicole	4	35540	1155	200		889		37,784	3.06
Wood, Dana	5	34370	1155	200		1203		36,928	4.08
Fountain, Kelly	5	34550	1155	200		1209		37,114	4.08
French, Becky	11	42519		200		1063		43,782	2.97
Pratt, John	6	37557	1155	200		939		39,851	3.03
Webster, Dave	6	38444	1470	200		961		41,075	3.02
Wicks, Julie	7	37965	1155	200		949		40,269	3.03
Bancroft, Dan	7	39055	1470	200		976		41,701	3.01
Rose, Vicky	7	39055	1470	200		976		41,701	3.01
Parow, Shelly	8	38589	1155	200		965		40,909	3.02
Kellerhals, Linda	9	37987	1050			950		39,987	2.50
Brown, Donna	9	39358	1155	200		984		41,697	3.01
Tyler, Marcy	9	43561	2100	200		1089		46,950	2.96
Sandefer, Jennifer	12	44131		200		1103		45,435	2.95
Slate, Suzy	12	42287		200		1057		43,544	2.97
White, Mark	12	44278		200		1107		45,585	2.95
Percy, Annie	10	46388		200		1624	140	48,351	4.23
Zimm, Sandy	14	45513		200		1593	140	47,446	4.25
Mealus, Vicky	18	19019				666	140	19,825	4.24
Smith, Lisa	19	19019				666	140	19,825	4.24
Durkish, Cindy	20	52156		200		1825	140	54,322	4.15
Kratzat, Bob	20	53493		200		1872	140	55,705	4.14
Ritchie, Spence	21	51022		200	500	1786	140	53,647	5.15
Valentine, Gwen	23	53250		200		1864	140	55,454	4.14
Vallencour, Theresa	25	56191		200		1967	140	58,497	4.11
Bellinger, Karen	25	53284				1865	140	55,289	3.76
Bassette, Leeann	28	61386		200		2149	140	63,875	4.05
Seelman, Jannett	27	59908		200		2097	140	62,345	4.07
Durkish, Jim	28	62667		200		2193	140	65,200	4.04
LaDuc, Lela	28	61197		200		2142	140	63,679	4.06
Fraser, Pat	29	58372				2043	140	60,555	3.74
Finch, Katie	29	59432				2080	140	61,652	3.74
Grindal, Brenda	31	63739		200	1000	2231	140	67,310	5.60
Heagle, Becky	31	60244			1000	2109	140	63,493	5.39
Phillips, Carol	32	62468				2186	140	64,795	3.72
Bearor, Rick	32	62981				2204	140	65,325	3.72
Felio, Kathy	32	63957		200		2238	140	66,535	4.03
Rose, Pat	34	68635		200		2402	140	71,377	4.00
Dashnaw, Joan	44	67136				2350	140	69,625	3.71

2,103,337 18,165 5,800 2,500 68,014 3,220 2,201,035

Harrisville Central School
Salary Schedules – 2006-2007

Name	Yrs	05-06-hrs	Hours	Masters	Longv	% Inc	Diff	06-07\$	Percent
Paro, Bridget	3	16043				561		16,604	3.50

Keith, Jade	4	33198				1162		34,360	3.50
Hartle, Carrie	4	33198	630			1162		34,990	3.50
Smith, Robin	4	33198				1162		34,360	3.50
Kelley, Nicole	5	34535	630			1209		36,374	3.50
Giver, Dave	5	34535	735			1209		36,479	3.50
Bridge, Sonya	4	35372	525			1238		37,135	3.50
Taylor, Nicole	5	36629	1155	200		916		38,900	3.05
Wood, Dana	6	35773	1155	200		894		38,022	3.06
Fountain, Kelly	6	35959	1155	200		899		38,213	3.06
French, Becky	11	43782		200		1095		45,077	2.96
Pratt, John	7	38696	1155	200		967		41,018	3.02
Webster, Dave	7	39605	1470	200		990		42,265	3.00
Wicks, Julie	8	39114	1155	200		978		41,447	3.01
Bancroft, Dan	8	40231	1470	200		1006		42,907	3.00
Rose, Vicky	8	40231	1470	200		1006		42,907	3.00
Parow, Shelly	9	39754	1155	200		994		42,103	3.00
Kellerhals, Linda	10	38937	1050			973		40,960	2.50
Brown, Donna	10	40542	1155	200		1014		42,911	2.99
Tyler, Marcy	10	44850	2100	200		1121		48,271	2.95
Sandefer, Jennifer	13	45435		200		1590		47,225	3.94
Slate, Suzy	13	43544		200		1524		45,268	3.96
White, Mark	13	45585		200		1595		47,381	3.94
Percy, Annie	11	48351		200		1692	100	50,343	4.12
Zimm, Sandy	15	47446		200		1661	100	49,407	4.13
Mealus, Vicky	19	19825				694	100	20,618	4.00
Smith, Lisa	20	19825				694	100	20,618	4.00
Durkish, Cindy	21	54322		200	500	1901	100	57,023	4.97
Kratzat, Bob	21	55705		200	500	1950	100	58,455	4.94
Ritchie, Spence	22	53647		200		1878	100	55,825	4.06
Valentine, Gwen	24	55454		200		1941	100	57,695	4.04
Vallencour, Theresa	26	58497		200	500	2047	100	61,345	4.87
Bellinger, Karen	26	55289			500	1935	100	57,824	4.59
Bassette, Leeann	29	63875		200		2236	100	66,410	3.97
Seelman, Jannett	28	62345		200		2182	100	64,827	3.98
Durkish, Jim	29	65200		200		2282	100	67,782	3.96
LaDuc, Lela	29	63679		200		2229	100	66,207	3.97
Fraser, Pat	30	60555				2119	100	62,774	3.67
Finch, Katie	30	61652				2158	100	63,910	3.66
Grindal, Brenda	32	67310		200		2356	100	69,965	3.95
Heagle, Becky	32	63493				2222	100	65,815	3.66
Phillips, Carol	33	64795				2268	100	67,163	3.65
Bearor, Rick	33	65325				2286	100	67,712	3.65
Felio, Kathy	33	66535		200		2329	100	69,164	3.95
Rose, Pat	35	71377		200		2498	100	74,176	3.92
Dashnaw, Joan	45	69625				2437	100	72,162	3.64

2,182,871 18,165 5,800 2,000 71,259 2,300 2,282,395